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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

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MICHAEL ERWINE

Plaintiff,

vs.

Case No.:

UNITED STATES OF AMERICA,  
CHURCHILL COUNTY, a political subdivision  
of the State of Nevada; CHURCHILL  
COUNTY SHERIFF BENJAMIN TROTTER;  
UNITED STATES OF AMERICA, ZACHARY  
WESTBROOK, JON LEONARD, MICHEL  
HALL, GENE BURK; and DOES I through X  
inclusive;

Defendants,

**COMPLAINT**

**JURY TRIAL DEMANDED**

**LR 16-6 ENE REQUESTED**

COMES NOW, MICHAEL ERWINE, (“Erwine” or “Plaintiff”), by and through the undersigned counsel, and hereby files the following Complaint seeking redress for the violation of Erwine’s rights to be free from violation of his rights under the Fourth, Fifth, and Fourteenth Amendments of the United States Constitution and for state law claims against CHURCHILL COUNTY, a political subdivision of the State of Nevada; SHERIFF BENJAMIN TROTTER (“Sheriff Trotter”); THE UNITED STATES OF AMERICA (“USA”); ZACHARY WESTBROOK (“Westbrook”); JOHN LEONARD (“Leonard”); MICHEL HALL (“Hall”); GENE BURK (“Burk”); and JOHN DOES I through X inclusive; (collectively “Defendants”).

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**PRELIMINARY STATEMENT**

1  
2 1. This is a civil action for monetary relief from injuries Erwine sustained as a result  
3 of Defendants' conduct during Erwine's employment with both the Churchill County Sheriffs  
4 Office and the Washoe Tribe of Nevada and California that have had a devastating impact on his  
5 reputation and career prospects.

6 2. Erwine's employment with the Churchill County Sheriffs Office was supposed to  
7 be the start of Erwine's law enforcement career, however it ultimately led to a total career and  
8 professional ruin for Erwine.

9 3. Erwine came to the Churchill County Sheriffs office well qualified for his  
10 position as Deputy Sheriff. Out of all the candidates that were hired by Churchill County at the  
11 time, Erwine was the only one who held a current Nevada law enforcement certificate having  
12 previously graduated from one of Nevada's Law Enforcement Academies as well as earning a  
13 Criminal Justice Degree from Western Nevada College.

14 4. Almost immediately after the commencement of Erwine's employment with the  
15 Churchill County Sheriff's Office he witnesses numerous problematic acts by fellow deputies  
16 and supervisors. Whenever Erwine brought this to a supervisor's attention he was told "That's  
17 just the way things are here".

18 5. At just under a year of employment with Churchill County, Erwine was fired in  
19 October of 2016 subsequent to attempting to make a complaint about the unethical treatment of  
20 an inmate in the custody of the Churchill County Sheriff's office.

21 6. Unbeknownst to Erwine, at the time Sheriff Trotter fired Erwine he placed a false  
22 and career destroying Memorandum into Erwine's employee file that was hidden from Erwine  
23 for almost two years. Erwine was labeled as a "Rat" by his former coworkers and would soon  
24 suffer the consequences of questioning the conduct of fellow officers.

25 7. Over the next few years Erwine tried numerous times to regain employment in his  
26 career field. However Erwine was unaware that Sheriff Trotter's Memorandum and false reasons  
27 for his termination were being shared with his potential employers.  
28

10. Though Erwine worked for the Washoe Tribe for over two years acting as an instructor and trainer for the department coupled with “Very Good” and “Outstanding” performance reviews, Erwine again found himself terminated and unemployed after his employer became aware the circumstances surrounding his termination from Churchill County- Only this time Erwine is now falsely faced with being labeled as law enforcement officer who was terminated for violating an individual’s civil rights and lying during an investigation – irrevocable damming his ability to get a job in any field.

12. Erwine now finds himself struggling to find any gainful employment, in any field, - all because Erwine dared to record the misconduct of his fellow Deputies at Churchill County.

13. This action arises under 42 U.S.C. 1981, 1983, 1985, as well as the Federal Tort Claims Act, Sections 2671 through 2680 of Title 28 of the U.S.C.

16. The Court has personal jurisdiction over the Defendants because the alleged incidents described below occurred within this District.

17. Venue is proper pursuant to 28 U.S.C. Section 1391 in the Northern District of Nevada because of the acts giving rise to the Plaintiff's claims occurred in this District.

18. On April 23, 2023, Erwine filed a Standard Form 95 Federal Tort Claims Act claim seeking compensation for Wrongful Termination against the Tribe and the Department of the Interior.

20. Erwine's federal tort claim satisfied the requirement under 28 U.S.C. 2675(a) that a claim must be presented to the appropriate Federal Agency and must be finally denied in writing before instituting an action against the United States for money damages.

21. Erwine is a citizen of the United States and a resident of the State of Nevada. At all times relevant to this action Erwine resided in Washoe County or Churchill County, Nevada.

23. Sheriff Trotter was employed by Churchill County as Sheriff at the times relevant to this complaint. Trotter was at all times relevant herein acting under the color of state. Trotter is sued in his individual capacity.

24. The Bureau of Indian Affairs in the Department of Interior (“BIA”) is the interested agency of Defendant United States of America.

1           25. Westbrook was employed by The Washoe Tribe of Nevada and California as  
2 Sergeant and then Chief of Police at the times relevant to this complaint. Westbrook is sued in  
3 his individual capacity.

4           26. Leonard was employed by The Washoe Tribe of Nevada and California as Deputy  
5 Chief of Police at the times relevant to this complaint. Leonard is sued in his individual  
6 capacity.

7           27. Hall was employed by The Washoe Tribe of Nevada and California as an officer  
8 and then a Sergeant at the times relevant to this complaint. Hall is sued in his individual  
9 capacity.

10          28. Burk was employed by The Washoe Tribe of Nevada and California as General  
11 Counsel at the times relevant to this complaint. Burk is sued in his individual capacity.

12          29. Defendants DOES 1-X are/ were employed by Churchill County or the Washoe  
13 Tribe of Nevada and California and are sued in their individual capacity.

14          30. The true names and titles of Defendants DOES 1 through X, inclusive, are  
15 unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Each of the  
16 Defendants designated herein as a DOE is negligently or otherwise legally responsible in some  
17 manner for the events and happenings herein alleged. Erwine will ask leave to amend this  
18 Complaint to show their names and capacities when they have been ascertained.

19                                   **ALLEGATIONS OF FACT**

20                   **ERWINE'S EMPLOYMENT WITH CHURCHILL COUNTY**

21          31. Between December 9, 2015 and October 10, 2016, Churchill County employed  
22 Erwine in the capacity of Detention Deputy.

23          32. On December 9, 2015, the first day Erwine was employed by Churchill County,  
24 Erwine reviewed and signed various acknowledgements certifying his receipt and review of new  
25 hire documents including but not limited to Safety Rules and Regulations, Workplace Safety,  
26 Harassment Policy, General Safety, Fraud Prevention, and even acknowledgement of the Job  
27 Description of a Detention Deputy Sheriff.

1           33. From the commencement of Erwine's employment with Churchill County, Erwine  
2 witnessed his fellow coworkers at Churchill County blatantly disregard basic Constitutional  
3 rules, and further disregard the essential duties of a law enforcement officer including throwing  
4 facies on inmates, excessive use of force, and inappropriate behavior with inmates of the  
5 opposite sex.

#### 6                                   **The Beaulieu Incident**

7           34. On October 8, 2016, while Erwine was completing his essential job functions, he  
8 went onto shift and began checking cells. Erwine was informed that an inmate, Andrew Beaulieu  
9 ("Beaulieu") was in the security cell and needed to finish being booked into the detention center.

10          35. When Erwine arrived at Beaulieu's cell he noticed blood on the walls and asked  
11 the grave shift deputy what the blood was from. The grave shift deputy informed Erwine that  
12 Beaulieu had come in with a cut on his hand and that it ripped open while in the cell.

13          36. After investigating the circumstances, Erwine discovered Beaulieu had been  
14 requesting water for hours. Erwine was informed by the inmate and later confirmed during  
15 review of surveillance footage that every time Beaulieu would request water, the grave shift  
16 deputy would flush the drain in Beaulieu's cell making Beaulieu's request inaudible over the  
17 flushing noise.

18          37. Erwine provided Beaulieu with water and explained to Beaulieu what the rest of  
19 the booking process would look like.

20          38. During this time, Beaulieu expressed to Erwine that the grave shift deputies were  
21 "Assholes" and he would be filing a lawsuit against them.

22          39. Erwine continued to conduct his rounds in the jail. While Erwine was conducting  
23 his rounds, other inmates asked Erwine what had happened to the "guy in the security cell" the  
24 previous night and stated what the grave shift deputies did "was messed up."

25          40. Inmate Zachary White even filed a grievance request to Captain Matheson  
26 regarding the treatment of Beaulieu.

27          41. Erwine reviewed surveillance footage of the grave shift's interaction with  
28 Beaulieu before he removed him for booking, mainly to be aware of any safety concerns with

1 Beaulieu before removing him from the security cell and did not note any alarming actions by  
2 Beaulieu wherein Erwine would need to be concerned, however, Erwine did note concerning  
3 inappropriate acts of the grave shift deputy that he believed needed to be brought to his  
4 sergeant's attention.

5 42. Since the concerns regarding the treatment of Mr. Beaulieu were not an  
6 immediate threat, and Erwine's sergeant did not work on weekends, Erwine chose to log the  
7 events on his computer, so he could follow up with his sergeant on Monday, October 10, 2016,  
8 when his sergeant returned to work.

9 43. On Saturday, October 8, 2016, Erwine tried to bring the concerns of the  
10 mistreatment during the Beaulieu Incident to the attention of Sgt. Summers. Summers, however,  
11 did not show concern and stated "He's [Beaulieu] an inmate, Fuck him."

#### 12 **The Maes Incident**

13 44. On Sunday, October 9, 2016, during Erwine's dayshift, Deputy Jabines had  
14 dropped a container of miscellaneous tools and other items inside of a booking cage - included in  
15 these items were screwdrivers and other sharp instruments.

16 45. Deputy Jabines did not want to pick up the items herself, so she asked an inmate  
17 to come into the booking cage and pick them up for her.

18 46. Bringing in an inmate to pick up the sharp inmates created a dangerous situation  
19 for everyone involved.

20 47. Erwine did not feel it was appropriate for Deputy Jabines to have an inmate,  
21 Matthew Maes, come into the booking cage to pick up items which could be easily used as  
22 weapons.

23 48. Erwine questioned Deputy Jabines about this but her only response was "Senior  
24 Deputy" which Erwine understood as to mean he did not have a say in the matter.

25 49. When the Matthew Maes ("Maes") came into the cage, Erwine positioned himself  
26 between Maes and the control panel of the facility.

27 50. Erwine was in an uncomfortable position with Maes being only a few feet away  
28 from Erwine and backed into a corner.

1           51. Erwine removed his taser from its holster and held it in his hand with the taser  
2 pointed to the ground.

3           52. Erwine chose to remove the cartridge from the taser due to the close proximity of  
4 inmate Maes to both Erwine and Deputy Jabines. Maes cleaned up the items and left the cage  
5 without incident.

6                                   **Trotter's Termination of Erwine**

7           53. Near the end of Erwine's shift on October 10, 2016, Erwine was called into the  
8 office of Sergeant Nuckolls where Erwine was confronted by Captain Mathenson and Sheriff  
9 Trotter. Sheriff Trotter informed Erwine that he was aware of the booking that took place over  
10 the weekend with Beaulieu and stated that Erwine's concerns were intentional to harm the  
11 Department.

12           54. Erwine began to speak about the Beaulieu Incident as he had originally intended  
13 to do from the beginning of his shift that day, however, Erwine was not afforded any opportunity  
14 to explain what he had witnessed or discovered.

15           55. Instead, Trotter stated Erwine had two choices: 1) he could resign, or 2) the  
16 Department would terminate his employment effective immediately - Either way, Erwine was  
17 informed his employment was not continuing after the current meeting he was present in.  
18 Erwine signed a Letter of Separation on October 10, 2016.

19           56. Erwine was escorted out of the Detention Center after he executed the Letter of  
20 Separation and was not able to retrieve any of his paperwork from the Detention Center.

21           57. After Erwine was escorted out of the detention center Trotter sent out an email to  
22 the entire Sheriff's Department notifying everyone that he was changing the key code to the  
23 facility as Erwine was no longer employed with the department and he did "not have a good  
24 gauge on his [Erwine's] current state of mind."

25           58. At this time the only reason Erwine was given for his separation from the  
26 department was not successfully completing his probationary period.

27           59. On October 11, 2016, Erwine met with Captain Matheson at his office to return  
28 some of Erwine's equipment that he had at his residence.

1           60.     Erwine tried to speak to Captain Matheson to find out why he was given the  
2 ultimatum to resign or be terminated. Captain Matheson's response was "You know what Mike,  
3 I think you were just trying too hard to be a cop."

4           61.     Approximately two weeks after the Maes incident, Maes was informed by Deputy  
5 Jabines that Deputy Erwine was terminated from his employment with Churchill County Sheriffs  
6 Office because "He was a rat."

7                               **ERWINE'S JOB SEARCH AFTER HIS**  
8                               **TERMINATION FROM CHURCHILL COUNTY**

9           62.     Subsequent to Erwine's termination from Churchill County, Erwine sought  
10 employment elsewhere with numerous law enforcement agencies as well as private security jobs  
11 that had posted job openings across the entire State of Nevada.

12           63.     On December 6, 2016, Washoe County Sheriffs Office contacted Churchill  
13 County Detention Center and requested any information regarding any pre-employment  
14 background investigations, employment information, and any information regarding reprimands  
15 and his resignation.

16           64.     Churchill County provided the Washoe County Sheriffs office with a  
17 Memorandum from Erwine's personnel file.

18           65.     On January 17, 2017, Erwine received a letter from the Washoe County Sheriff  
19 informing him that "the Sheriff's Office has determined that you do not meet the established  
20 standards for a position as Deputy Sheriff and therefore you have not been selected at this time.  
21 In accordance with the Washoe County Code 5.18 5, you are unable to be considered for any  
22 position at the Sheriffs Office for one year from the date of this letter."

23           66.     On February 7, 2017, Erwine received an email from Las Vegas Metropolitan  
24 Police in response to his application for employment informing him "based on review of your  
25 background history, you will no longer be considered for the position(s) of Police Recruit C 16-  
26 001 November with the Las Vegas Metropolitan Police Department. Candidate does not meet  
27 LVMPD hiring standards based on Employment History." "You are not eligible to apply with  
28

1 LVMPD for any position indefinitely, and your name will be removed from all eligibility list(s)  
2 and processes.”

3 67. This letter came after a background investigator from the Las Vegas Metro Police  
4 Department spoke with Sheriff Trotter about Erwine’s termination from Churchill County.

5 68. On September 8, 2017, Erwine received a letter from the Carson City Department  
6 of Alternative Sentencing informing him that he is "no longer being considered in the current  
7 recruitment due to failing on or more portions of the selection process" which included the  
8 Background Investigation and Chiefs Review. This letter came after a phone call from the Chief  
9 where he asked Erwine why he left Churchill County and stated, “You know Trotter and I used  
10 to be partners”. Like Erwine’s response from Las Vegas Metro he was again precluded forever  
11 reapplying with the agency again.

12 69. On September 12, 2017, Erwine received a letter from Douglas County Sheriff’s  
13 office informing him that he "did not successfully complete the background evaluation/testing  
14 and therefore are no longer considered an eligible applicant for employment... "

15 70. On November 14, 2017, Erwine received a letter from North Las Vegas Police  
16 informing him he was "...ineligible to continue in the employment process for the position of  
17 Police Officer ... " for “Character Issues” and his “Employment History.”

18 71. On January 4, 2017, Erwine received a letter from the Nevada Department of  
19 Safety informing him "We have carefully reviewed your qualification for the above referenced  
20 position and considered your background information. We regret to inform you that you are no  
21 longer being considered for a DPS Officer position with the Nevada Department of Public  
22 Safety.”

23 72. On March 1, 2018, Erwine received a letter from Reno Police Department  
24 informing him that his “... application for employment with the Reno Police Department for  
25 [Police Recruit] was rejected, based on your pre-employment background investigation.

26 73. In April of 2018 Erwine was offered a position with Allied Universal Security  
27 Services to work as a security guard in the Washoe County Court House. As a condition of his  
28 employment Erwine was required to undergo a law enforcement background check through the

1 Washoe County Sheriffs Office. Erwine was notified by Allied Universal that he did not pass  
2 the background check and his job offer was rescinded.

3 **ERWINE’S EMPLOYMENT WITH THE**  
4 **PYRAMID LAKE POLICE DEPARTMENT**

5 74. In May of 2017 Erwine applied for a Police Officer position with the Pyramid  
6 Lake Police department.

7 75. After a rigorous testing process, Erwine was ultimately chosen out of a list of  
8 other candidates and offered a position contingent upon successfully passing a pre-employment  
9 background check.

10 76. Erwine attended an interview with a background investigator from the Pyramid  
11 Lake Police Department where he was given a lengthy background packet that he was instructed  
12 to complete and return.

13 77. Upon completing and returning the background packet the background  
14 investigator from the Pyramid Lake Police Department had resigned and Erwine was told that the  
15 remainder of his background process would take some time as he would have to wait for a new  
16 background investigator to be hired in order to complete the background investigation process.

17 78. Over the next few months Erwine called the Pyramid Lake human resources  
18 department numerous times to check on the status of his background investigation.

19 79. In late 2017 Erwine was informed by the head of human resources that they had  
20 not yet hired a background investigator however she had conducted his background and gave  
21 Erwine a “Favorable suitability determination”.

22 80. Erwine began working as a Police Officer for the Pyramid Lake Police  
23 Department in January 2018.

24 81. Erwine’s employment with the department consisted of a three-month training  
25 program of which he would be observed and given scores daily of his performance.

26 82. During Erwine’s first two months of employment, he routinely received  
27 “Acceptable” and “Above Acceptable” scores in numerous performance categories.  
28

1           83.     When Erwine entered into his third and final month of training, he was assigned  
2 to a different training officer than he had had previously.

3           84.     This training officer, “Officer Fay” had immediately began to ask Erwine  
4 questions about his employment with the Churchill County Sheriffs Office and told Erwine that  
5 he had friends that worked there.

6           85.     Officer Fay gave Erwine the nickname “Weasel” and began calling him this in  
7 front of other members of the department.

8           86.     Officer Fay went on to tell Erwine directly that he did not like Erwine and did not  
9 think he should be a cop.

10          87.     During Erwines finale phase of training he was notified that the Police  
11 Department had hired a new background investigator and that he would need to attend an  
12 interview with him.

13          88.     In March of 2018 Erwine was brought in front of the Chief of Police where he  
14 was sent home for the day and told to think about if police work was the right job for him.

15          89.     Erwine returned to work a few days later where he was ultimately terminated for  
16 not successfully completing the field training program.

17          90.     Around the time of his termination Erwine was able to view his employee  
18 evaluation reports where he discovered that many of his scores from over the past month had  
19 been changed and made lower than they originally were. Erwine noticed that many of his daily  
20 reviews were electronically signed even though he had never seen them prior.

21          91.     After his termination Erwine had submitted a complaint to the tribal chairman in  
22 regard to his dismissal and fraudulent alteration of his training records however received no  
23 response.

## 24                   **CHURCHILL COUNTYS CONTINUING**

### 25                   **IMPACT ON ERWINE’S JOB SEARCH**

26          92.     After the circumstances surrounding his dismissal from the Pyramid Lake Police  
27 department Erwine became increasingly concerned of the impact of his previous employment  
28 with Churchill County and its impact on his job opportunities.

1           93. Erwine had tried numerous times since his termination from Churchill County to  
2 obtain a copy of his personal file however was denied access.

3           94. Finally in April of 2018 Erwine was able to obtain a copy of his employment file  
4 from Churchill County and it immediately became clear why he was having issues obtaining  
5 employment after a background check.

6           95. Erwine's personal file contained Trotter's Memorandum and other documents  
7 dated the day of and a few days prior to his termination.

8           96. Trotter's Memorandum and associated documents contain several false and  
9 defamatory statements about Erwine and his performance.

10          97. Trotter's Memorandum and the allegations regarding his performance were never  
11 previously made known or shared with Erwine.

12          98. Trotter's Memorandum and associated documents specifically allege and asserts  
13 facts and items of concern that would make it impossible to obtain gainful employment in  
14 Erwine's career field by anyone who was made aware or viewed them.

15          99. Specifically, Erwine disputes the following facts and conclusions contained  
16 Trotter's Memorandum:

17               [Erwine's conduct] is unprofessional behavior.

18               [Erwine] creates a liability for this agency now or for some time into the  
19 future should

20               Inmate Maes elect to pursue civil action. [Erwine] is siding with the  
21 inmate against his own agency or, possibly, encouraging civil action  
22 against his own agency.

23               [Erwine] discredits our agency and our profession. In a time when  
24 scrutiny is high on all of us in law enforcement, this type of play  
25 [Erwine's alleged action] is inexcusable.

26               Deputy Erwine clearly violated our policies on Taser and Use of Force,  
27 as well as, behavior standards.

28          100. In September of 2018 Erwine brought suit against Churchill County and Sheriff  
Trotter for numerous federal and state law claims including his right to be free from interference  
from pursuing the occupation of his choosing. (For the purposes of this complaint this shall be  
referred to as Erwine's "Previous Lawsuit").

**ERWINE'S EMPLOYMENT WITH THE WASHOE TRIBE**

101. Between October 18, 2019, and March 4, 2022, Erwine was employed in the capacity of Police Officer with the Washoe Tribe of Nevada and California ("Washoe Tribe").

102. In January of 2019 Erwine applied and completed an application for the position of Police Officer with the Washoe Tribe of Nevada and California.

103. During his application process, Erwine notified the then Tribe's Chief of Police David Blackeye ("Chief Blackeye") of his previous employment issues and his pending lawsuit.

104. On or about July 2, 2019 Erwine interviewed with Chief Blackeye and other members of the Tribal administrative staff.

105. On or about July 11, 2019 Erwine was offered a position as a Police Officer with the Washoe Tribe of Nevada and California by Chief Blackeye contingent upon successful completion of a pre-employment screening and comprehensive background investigation.

106. Prior to the beginning of Erwine's employment, Chief Blackeye resigned from the department.

107. Erwine completed the hiring process and began his employment on October 18, 2019, to include a one-year probationary period.

108. Upon being hired at the Washoe Tribe, Erwine received various documents outlining his job description as well as employment policies and procedures regarding employment status and disciplinary procedures.

109. In November of 2019 Erwine began the field training program which lasted approximately three months of which he successfully completed.

110. In one instance during Erwine's training program he was given the highest possible score achievable by a trainee from his sergeant. The sergeant went on to tell Erwine that that was the first time in his career as a training officer that he gave a trainee such a high score during an extremely stressful incident.

111. In February of 2020 Erwine was asked by his supervisor to attend a two week long training course in which would certify him as the department's defensive tactics instructor.

1           112. In early 2020 Sergeant Zachary Westbrook assumed the position of Chief of  
2 Police at the Washoe Tribe.

3           113. Before Westbrook became aware of the details of Erwine's previous lawsuit,  
4 Erwine was a rising star in the department.

5           114. Even though still within his probationary period, Erwine had been asked to take  
6 on the additional instructor rolls in order to instruct and certify other members of the department.  
7 In addition to defensive tactics instructor, Erwine was sent to various other instructor schools  
8 including Radar Instructor, Baton Instructor, and Physical Fitness Administrator.

9           115. Erwine was also asked to take on additional responsibilities such as coordinating  
10 vehicle maintenance and ordering of department gear.

11           116. On October 18 of 2020 Erwine successfully completed his one-year probationary  
12 period giving him permanent employee status.

13           117. On November 25, 2020 Erwine received his first annual employee evaluation.  
14 Erwine scored of "85" out of 100 and received "Outstanding" remarks in many of the evaluation  
15 categories. Erwine was ranked "Very Good" overall which entitle him to a 2.5% pay raise.

16           118. In early 2021 the Tribe had hired Officer Brad Harris as a Police Officer with the  
17 department. Officer Harris had previously known Erwine as he worked for another tribal law  
18 enforcement agency in Churchill County during the time Erwine was employed as a Deputy with  
19 Churchill County.

20           119. On January 22, 2021 Erwine was physically threatened by Officer Harris.

21           120. Officer Harris threatened to physically harm Erwine if he was questioned about an  
22 incident and his story did not line up with that of the other officers. Erwine subsequently drafted  
23 a memo about the incident and submitted it to Sergeant Hall which was his supervisor at the  
24 time.

25           121. Sergeant Hall urged Erwine not to officially file the report because the department  
26 would be forced to investigate the incident and it would not look good for Officer Harris.  
27 Erwine told his Sergeant Hall that he wanted the incident documented and gave him the report  
28 but was never subsequently asked about the incident.

1           122. On January 29, 2021 Chief Westbrook held a department meeting requiring the  
2 attendance off all police department members. During the meeting Chief Westbrook singled out  
3 the Erwine and stated “I hired you after nobody else would,” and “You owe me”.

4           123. At the end of the January 29, 2021 meeting Deputy Chief Leonard stated “If we  
5 don’t want you here you won’t be,” and “We will find a way to fire you,” and “It’s really not that  
6 hard.”

7           124. On February 5, 2021 Erwine conducted a traffic stop with Officer Lisa  
8 Christensen.

9           125. Officer Christensen, a Native-American female, held the position of Field  
10 Training Officer with the Washoe Tribe.

11           126. Pursuant to the Washoe Tribe’s Washoe Tribe Police Department Policy Manual,  
12 Officer Christensen, as a senior officer, outranked Erwine during periods of time when they  
13 worked together.

14           127. After Erwine conducted field sobriety tests on the driver of the vehicle, Erwine  
15 and Officer Christensen determined that there was not sufficient probable cause to arrest the  
16 individual for driving under the influence (DUI). Erwine and Officer Christensen had the  
17 individual leave his vehicle at the scene and obtain a ride.

18           128. On February 5, 2021, Erwine received disciplinary action for not arresting the  
19 individual subsequent to the DUI investigation during the traffic stop.

20           129. As part of the discipline, Erwine was placed on an “Performance Improvement  
21 Plan” by Westbrook that required Erwine to complete another full three-month field training  
22 program in which outlined that he would be terminated during if he did not complete  
23 successfully.

24           130. Though Erwine and Officer Christensen were both involved in the incident, only  
25 Erwine received any disciplinary action.

26           131. On February 18, 2021 Erwine filed a grievance in accordance with the  
27 employment policy manual requesting his February 5, 2021 disciplinary action be overturned  
28 and removed from his employment file.

1           132. On or about February 24, 2021 Erwine was assigned to Officer Harris as his field  
2 training officer despite being physically threatened by this officer less than a month prior.  
3 Erwine was forced to ride in a vehicle for over a month with Officer Harris during which time he  
4 was considered a subordinate officer.

5           133. In March 2021 a hearing was held in front of the Human Resources board in  
6 accordance with employment policies. Erwine received the boards outcome on March 31, 2021  
7 which upheld the Performance Improvement Plan but overturned Erwine's termination from the  
8 department should he not complete the program. The board concluded that the discipline should  
9 be focused on Erwine not calling his supervisor rather than not making the arrest. The board also  
10 concluded that Erwine should be given the opportunity to receive additional DUI training.

11           134. In June 2021 Erwine successfully completed the field training program for the  
12 second time however never received any DUI training.

13           135. During the months following the March 31, 2021 Human Resources Review  
14 Board hearing, Chief Westbrook made several comments to Erwine and other officers about his  
15 disdain for Erwine "Dragging" him threw the grievance procedure process.

16           136. On one occasion during this period, Chief Westbrook grabbed Erwine's  
17 equipment off a conference table and threw it across the hallway at Erwine yelling "Get your shit  
18 off my table." Deputy Chief Leonard witnessed the incident and looked at Erwine and stated,  
19 "You better stay out of his way."

20           137. In September of 2021, Sergeant Casey Ryan voluntarily met with Erwine's  
21 counsel for his ongoing Lawsuit with Churchill County.

22           138. Erwine was preparing for an upcoming trial in the Lawsuit and requested Sergeant  
23 Ryan complete a declaration regarding his role in conducting Erwine's background investigation  
24 prior to being hired by the Washoe Tribe.

25           139. During this meeting Sergeant Ryan was shown Trotter's Memorandum from  
26 Churchill county and confirmed that he had never before seen the Memorandum nor spoke to  
27 anyone from Churchill County during Erwine's background investigation.

1           140. A few days after Sergeant Ryan's meeting with with Erwine's legal counsel  
2 Sergeant Ryan told Erwine that it was good that he did not see the Memorandum during  
3 Erwine's background investigation otherwise he could not have been hired. Sergeant Ryan went  
4 on to say that Erwine better hope Chief Westbrook does not find out about Trotter's  
5 Memorandum.

6           141. In November of 2021, Erwine received his second annual review at the Washoe  
7 Tribe. Erwine again received "Outstanding" remarks in many categories and improved from his  
8 previous years review obtaining a higher overall score which entitled him to a 3.5% pay increase,  
9 which Erwine did not receive.

10           142. On November 9, 2021, a USA Today article about law enforcement corruption  
11 was published. The article was titled "Dead rats, death threats, destroyed careers. How law  
12 enforcement punishes its whistleblowers."

13           143. Erwine was featured in the USA Today article detailing some of his experiences  
14 at Churchill County Sheriffs Office and his subsequent struggle to gain employment in the law  
15 enforcement field.

16           144. Shortly after the article was published Erwine was dubbed by many members of  
17 the department, including Chief Westbrook, as the "Bus driver" (referring to Erwine throwing  
18 other cops under the bus for reporting misconduct).

19           145. On November 15, 2021, Erwine and Officer Harris responded to a call for a noise  
20 disturbance. After thoroughly investigating the circumstances both Erwine and Officer Harris  
21 determined no law enforcement action was appropriate to take.

22           146. Upon returning to the police station Erwine was approached by Deputy Chief  
23 Leonard and asked why he did not arrest the individual from the disturbance call.

24           147. Erwine explained his reasoning, after which after Deputy Chief Leonard ordered  
25 Erwine to go arrest the individual or Erwine could be arrested himself for "Dereliction of duty."

26           148. Erwine refused the unlawful order and was immediately called into Chief  
27 Westbrook's office with Deputy Chief Leonard.

1           149. Chief Westbrook began yelling at Erwine stating that siding with a “Chomo,”  
2 slang for “child molester” [Referring to the individual Erwine refused to arrest] was not a good  
3 look for him considering his ongoing Lawsuit.

4           150. After leaving Chief Westbrook’s Office, Erwine was presented with a disciplinary  
5 action form by Deputy Chief Leonard.

6           151. Erwine was forced to sign the disciplinary action but was told he would not  
7 receive a copy and it was not finalized until Chief Westbrook reviewed and signed it.

8           152. On December 6, 2021 Erwine responded to a call to assist Officer Harris. During  
9 the call Officer Harris snapped at Erwine yelling at him, stating Erwine is a “Fucking idiot,” and  
10 should just go home. This conduct from Officer Harris prompted Washoe Tribe Court  
11 Prosecutor Gary Larance to file a complaint against Officer Harris for his treatment of the  
12 Erwine and his unprofessionalism.

13           153. On December 18, 2021, Erwine found a memo from Chief Westbrook in his  
14 department mailbox upholding the disciplinary action from Deputy Chief Leonard on November  
15 15, 2021.

16           154. Erwine attempted to speak to Chief Westbrook about the memo but was told to  
17 “Take it up with HR.”

18           155. On December 29, 2021, Erwine contacted the human resources department of the  
19 Washoe Tribe via email enquiring about the grievance procedures since Erwine was not made  
20 aware that the disciplinary action was sustained till December 18, 2021.

21           156. Though Erwine was still within the timeframe to file a grievance per department  
22 policy the human resources department said that too much time had passed to be able to file a  
23 grievance about the action.

24           157. On February 19, 2022 Erwine responded to a domestic battery call of which  
25 during the incident Erwine contacted Deputy Chief Leonard via cell phone.

26           158. Erwine notified Leonard of the circumstances of the incident, and he was going to  
27 complete a report and forward it to the tribal prosecutor as outlined in department policy.

1           159. Leonard demanded that Erwine arrest one or both individuals involved in the  
2 incident or again told Erwine could be arrested for “Dereliction of duty.”

3           160. After Erwine consulted the two other officers on scene and obtained information  
4 from their investigation, Erwine arrested one of the individuals from the incident.

5           161. On February 20, 2022, Erwine and Officer Christensen responded to a call for  
6 trespassing in their jurisdiction that resulted in the Erwine issuing an individual a citation for  
7 trespassing.

8           162. On February 21, 2022, Erwine was ordered by Sergeant Ryan to report to his  
9 office.

10          163. Sergeant Ryan told Erwine that there were some complaints of misconduct and  
11 policy violations made against him regarding the February 20 and 21, 2022 incidents.

12          164. Sergeant Ryan went over the police report and body camera footage of the  
13 incidents with Erwine and asked him questions about the body camera footage and his report. At  
14 the conclusion of the meeting Sergeant Ryan told Erwine that he did not find any grounds to  
15 substantiate the allegations of misconduct or policy violations.

16          165. On or about February 23, 2022, Erwine told Chief Westbrook in front of Deputy  
17 Chief Leonard and Sergeant Hall, that he needed to take some time off to testify in his Lawsuit  
18 that he had notified the former Chief of Police he was involved in.

19          166. Westbrook told Erwine, “That’s personal” and work takes priority.

20          167. Erwine explained that he was unable to change the trial date as the case had been  
21 ongoing for a few years and the trial date had already been rescheduled more than once and in  
22 response Erwine was told “That’s your problem.”

23          168. On February 25, 2022, Erwine was ordered by Westbrook to arrive early for his  
24 shift to teach an annual training class to members of the department.

25          169. After completing the department training Erwine was served a disciplinary action  
26 by Leonard and Hall. The disciplinary action was in regards to the February 19 and 20, 2022  
27 incidents that Erwine had already been questioned by Sergeant Ryan about and cleared of any  
28 wrongdoing.

1           170. After being served the disciplinary action Hall informed Erwine that he was being  
2 placed on administrative leave pending investigation for allegations of misconduct during the  
3 during the February 19 and 20, 2022 incidents.

4           171. Along with the paperwork Erwine was served for his administrative leave, Erwine  
5 was also given a form titled "Notice of Rights".

6           172. Erwine was stripped of his law enforcement gear including his body armor and  
7 told he would be driven home by another Officer from the department. Erwine requested that he  
8 be able to wear his body armor for the ride home as its required per policy and he was being  
9 given a ride in another marked police vehicle and still had a badge on his shirt identifying him as  
10 a law enforcement officer - Erwine was denied his request without explanation and escorted out  
11 of the building.

12           173. While being driven home by Officer J Feliciano, Officer Feliciano conducted a  
13 traffic stop that resulted in the Erwine having to take action in a back-up Officer role despite  
14 being stripped of most of his equipment and protective gear.

15           174. On February 28, 2022 Erwine attended an investigation interview with Sergeant  
16 Hall in regards to his alleged misconduct on February 19 and 20, 2022. Erwine elected to have a  
17 representative with him during the meeting. Erwine answered all of Sergeant Halls questions  
18 completely and honestly.

19           175. On March 4, 2022 Erwine attended a meeting with Chief Westbrook, Deputy  
20 Chief Leonard, Sergeant Hall, and Washoe Tribe General Counsel Gene Burk. Erwine was  
21 accompanied by his representative from the February 28, 2022 meeting. At the onset of the  
22 meeting Chief Westbrook informed Erwine that he was being fired and the decision was final.  
23 Chief Westbrook gave Erwine his "Personnel file" which contained new charges of dishonestly  
24 from Sergeant Hall and Chief Westbrook that were never previously addressed with Erwine as  
25 well as other allegations of misconduct. Also included in Erwines' personnel file were other  
26 disciplinary actions that had been previously unfounded or removed from his file in accordance  
27 with departments policy. Both Chief Westbrook and Burk stated during the meeting that the  
28 Tribal Chairman had already been forwarded Erwine's termination and signed off on it as

1 required by policy. Erwine's representative informed everyone in the meeting of Erwine's intent  
2 to file a grievance and Burk requested that all communication go threw him.

3 176. Westbrook's, Leonard's, and Hall's memorandums specifically alleges and asserts  
4 facts that would preclude Erwine from becoming reemployed as a police officer for the  
5 remainder of his career:

6 This is a direct failure to cooperate with the investigation by answering  
7 truthfully, which is deemed to be insubordination." "Albeit this may have  
8 been an omission on the application you failed to be truthful.", "I find  
9 Officer Erwine's statement....., to be deceitful and dishonest.", "Based  
10 upon the dishonesty and the severity of the Washoe Tribe Police  
Department and Washoe Tribe Human Resource policy violation, it is my  
recommendation that Officer Ermine's employment with the Washoe  
Tribe Police Department be terminated immediately.

11 177. NRS 289.110(4)(d) states that a person may not be appointed to preform the  
12 duties of a peace officer if he or she has: been terminated from any civil service employment for  
13 substantiated misconduct involving dishonestly.

14 178. In early March 2022 Churchill County's counsel of record in Erwine's ongoing  
15 Lawsuit sent Erwine's counsel a subpoena notifying him of their intent to call Chief Westbrook  
16 as a witness for Erwine's jury trial that was scheduled for just a few days away.

17 179. Prior to this, Chief Westbrook was never listed or disclosed by Churchill County  
18 as a witness or otherwise.

19 180. On March 11, 2022, Erwine filed a grievance in accordance with the Tribes  
20 employment policies and procedures.

21 181. On or about March 14, 2022, Erwine received a letter from Gene Burk denying  
22 him the opportunity to file a grievance and respond to the allegations surrounding his  
23 termination.

24 182. On or about March 24, 2022 Erwine, attempted to contact the Tribal Chairman  
25 Sorrell Smokey regarding his being denied the grievance procedure as stated in policy that he  
26 was entailed to. Erwine was informed that Smokey was unavailable however left a message with  
27 his assistant.  
28

1           183. Shortly after Erwine attempted to contact the Tribal Chairman, Erwine's  
2 representative received a call from Burk asking why Erwine was attempting to communicate  
3 with the Tribe and again requested that all communication go through him.

4           184. Between March 24, 2022 and June 8, 2022, Erwine tried numerous times to call  
5 and schedule a meeting with the Smokey but was unsuccessful.

6           185. On June 9, 2022 Erwine was finally able to secure a meeting with the Smokey and  
7 at the onset of the meeting Smokey informed Erwine that he knew nothing about Erwine's  
8 termination nor that he ever attempted to file a grievance. Erwine was also informed that it is  
9 unusual for Burk to be involved in the process outside of a direct threat of legal action.

10          186. Smokey informed Erwine that he would personally look into his termination and  
11 report his findings to the Tribes human resources review board of which then Erwine would  
12 probably then have to present his case in front of the board.

13          187. Erwine subsequently never received any response from Smokey or any other  
14 Washoe Tribe Officials regarding the matter.

15          188. On June 24, 2022 Erwine met with a friend and current officer of the Washoe  
16 Tribe on the Tribe's reservation in Carson City. Officer Harris was also present.

17          189. When Erwine and the other officer began talking, Officer Harris snapped and  
18 began screaming at Erwine calling him a "Fucking faggot" and stating that he is not welcome  
19 there.

20          190. After the encounter Officer Harris sent out an email to the entire police  
21 department stating that he warned Erwine that he was not welcome on the reservation and  
22 provided a description of the vehicle Erwine was driving.

23                   **ERWINE'S JOB SEARCH AFTER HIS TERMINATION FROM CHURCHILL**  
24                   **COUNTY AND THE WASHOE TRIBE**

25          191. After Erwine's termination from Churchill County and the Washoe Tribe, Erwine  
26 again sought employment elsewhere with numerous law enforcement agencies in the State of  
27 Nevada as well as across the entire United States.

1           192. In March of 2023, Erwine filed an unemployment claim with the Nevada  
2 Department of Unemployment.

3           193. The Washoe Tribe responded to a request from the Nevada Department of  
4 Unemployment and disclosed numerous “Disciplinary” and “Insubordination” records in  
5 response.

6           194. In September of 2022, Erwine was contacted by a recruiter with the Nevada  
7 Department Of Public Safety regarding a law enforcement position with the department and  
8 Erwine told the recruiter he had applied in the past in the past and was not successful in the  
9 background investigation stage of the process. The recruiter asked Erwine to send in a copy of  
10 Trotters Memorandum of which Erwine did.

11           195. In May of 2023, Erwine reached out to the recruiter to check on the status of  
12 things since he had sent in a copy of Trotters Memorandum and Erwine was told that he was  
13 welcome to apply but there was a possibility he would be disqualified.

14           196. Erwine subsequently attempted to apply with the Nevada Department of Public  
15 safety and his application was denied for failing the “pre-screening” process prohibiting him to  
16 proceed in the application process.

17           197. On March 30, 2023, a background investigator hired by Erwine was given access  
18 and showed Erwine’s entire employment file from the Washoe Tribe.

19           198. In April 2023, Erwine was interviewed and given a conditional job offer from  
20 North American Security Services to preform work as an armed government contractor for  
21 various federal buildings in the Reno Nevada area. Erwine was required to undergo a  
22 background investigation by the Federal Protective Service (FPS), which is a federal law  
23 enforcement agency under the Department of Homeland Security.

24           199. During his interview Erwine, was asked numerous questions about his previous  
25 law enforcement employment history and was informed by the interviewer that he had “asked  
26 around” in the area and the things he heard about Erwine were “not good.”

27           200. On April 19, 2023, Erwine received a letter from the Department of Homeland  
28 Security asking for additional information surrounding his termination from his previous law

1 enforcement employers including Churchill County Sheriffs office and The Washoe Tribe of  
2 Nevada and California. The document requested Erwine provide any documentation including  
3 written reprimands, of which Erwine provided.

4 201. On May 23, 2023, Erwine received a letter from the Department Of Homeland  
5 Security outlining an unfavorable determination which disqualified Erwine from the job.

6 202. The letter went on to outline the circumstances surrounding Erwine's termination  
7 from both the Churchill County Sheriff's Office as well as the Washoe Tribe of Nevada  
8 California and held that because of those reasons Erwine was not suitable.

9 203. In May of 2023, Erwine contacted the Henderson Police Department regarding  
10 applying for employment. A background investigator from the department requested Erwine  
11 send in his employee file from Churchill County and Erwine received an email response stating  
12 that "It doest look good based on the info in the memo."

13 204. Erwine subsequently applied with the Henderson Police Department and received  
14 an email response stating that he did not meet the minimum qualifications and/ or standards.

15 205. In early July of 2023, Erwine was offered a position with Comprehensive Security  
16 Services Inc (CSSI) to work as an armed government contractor for the Federal Emergency  
17 Management Agency (FEMA) in Truckee California.

18 206. Erwine began his first day of work with CSSI on July 19, 2023. When Erwine  
19 arrived to work he was asked to complete a declaration for federal employment as part of  
20 working as a government contractor.

21 207. On July 24, 2023 Erwine was contracted by FEMA and asked to provide  
22 additional information regarding his previous employment history.

23 208. In accordance with the request, Erwine provided the same information he  
24 provided during his previous application as a government contractor.

25 209. On July 25, 2023, Erwine received a "Notice of Ineligible Determination" letter  
26 from FEMA making him ineligible to continue working on the contract and Erwine was  
27 immediately terminated.

1           210. In August of 2023 Erwine's state license to work as an armed security guard  
2 expired and is subsequently not able to be renewed as Erwine was not able to obtain gainful  
3 employment in the security field.

4           211. On October 11, 2023 Erwine applied for a police officer position with the Reno  
5 Police Department.

6           212. Erwine filled out the Reno Police Department online job application and provided  
7 all the requested information.

8           213. Despite meeting all of the required job posing qualifications, Erwine received an  
9 email dated October 19, 2023 stating that he did not meet the "minimum qualification  
10 requirements".

11           214. On October 11, 2013 Erwine contacted the Las Vegas Metro Police Department  
12 in regards to submitting an application for employment due to numerous open job postings.

13           215. Erwine was told that due to his previous denial from the department he was  
14 ineligible to reapply but could request reconsideration by sending an email to the backgrounds  
15 division.

16           216. Erwine followed up with the background division via email and provided them  
17 with documentation from his previous lawsuit as requested. Erwine subsequently never received  
18 a response and is still not eligible to apply.

19           217. On November 16, 2023 Erwine received an email from the North Las Vegas  
20 Police department in reference to an application. Erwine responded to the email enquiring if he  
21 was able to reapply as he was already disqualified by the agency previously. Erwine did not  
22 receive a reply to the email however followed up via phone directly with the officer who had  
23 sent it. Erwine was informed by the office that he was still disqualified and would not be able to  
24 reapply until he requested reconsideration. Erwine subsequently sent an email to request  
25 reconsideration of which the department responded that Erwine was "permanently disqualified"  
26 and "not eligible to re-apply with the police department".

27           218. On December 1, 2023 Erwine applied to the Las Vegas Marshals Service.  
28

1           219. On December 6, Erwine received an email from the Las Vegas Marshals Service  
2 congratulating him on a passing score for his training and experience assessment for the position.  
3 The email informed Erwine that his application was forwarded to the background unit and he  
4 would be contacted in the future in regards to the background process.

5           220. On December 17, 2023 Erwine completed the requested Personal History  
6 Questionnaire which required Erwine to disclose details of his previous employment history  
7 including his disciplinary and termination records.

8           221. On December 27, 2023 Erwine received an email from the Las Vegas Marshals  
9 Service notifying him that he was not able to continue in the hiring process.

10           222. In early January 2024, Erwine inquired about applying with the Dallas Police  
11 Department in Dallas Texas. The Department's website recommended that out of town  
12 applicants contact a recruiter with the department to ensure hiring requirements are met and an  
13 applicant has no disqualifying factors. Erwine spoke to recruiter in regards to his previous law  
14 enforcement employment experience. The recruiter informed Erwine that the Dallas Police  
15 Department classifies previous law enforcement terminations as either "Honorable" or  
16 "Dishonorable" and that an "Dishonorable" termination is a disqualifying factor for employment  
17 with the department. Erwine sent the recruiter a copy of Trotters Memorandum and was  
18 subsequently told that because he was fired from a law enforcement agency he would be  
19 disqualified from the hiring process.

20           223. On January 5, 2024 Erwine spoke to Sergeant Lentz with the Greenville Police  
21 Department in South Carolina regarding applying with the department for a position as a police  
22 officer. Erwine told Sergeant Lentz about his previous struggles obtaining a job in law  
23 enforcement. Sergeant Lentz asked Erwine to send in a copy of Trotters Memorandum.  
24 Sergeant Lentz replied to Erwines email with the memorandum stating that "Based on the  
25 documentation you have provided, it appears that this does not meet the employment standards  
26 we have at the Greenville Police Department."

27           224. On January 10, 2015 Erwine spoke to Officer Happle from the background  
28 investigations unit of the San Fransisco Police Department regarding plying with the agency.

1 Officer Happle had Erwine send in a copy of Trotters Memorandum. A few days later Erwine  
2 received and email from Officer Happle stating that in his experience with the background  
3 investigations unit Erwines backgrounds would be a “Tough sell” to the command staff and he  
4 did not see them proceeding with employment for Erwine.

5 225. On January 15, 2024 Erwine spoke with a member of the Denver Police  
6 Department recruiting unit in regards to applying with the agency. The recruiter requested that  
7 Erwine send her a copy of Trotters memorandum. The recruiter responded to Erwines email  
8 stating that “given the ground as to why you were terminated, you would not make it past our  
9 background investigation.”

10 226. On January 17, 2024 Erwine received an email from Officer Jimison with the Las  
11 Vegas Metro Police Corrections Department in reference to an inquiry Erwine sent in for interest  
12 as a corrections officer with the department. Officer Jimison stated in the email that the process  
13 is the same as Las Vegas Metro Police Department and Erwine’s disqualification from them  
14 would disqualify him from all positions in the department.

15 227. On January 18, 2024 Erwine contacted a recruiter from the Nashville Metro  
16 Police Department in regards to applying with the agency. Erwine provided Trotters  
17 Memorandum to the recruiter. The recruiter informed Erwine that a termination from another  
18 law enforcement organization would disqualify him from the process with the Nashville Metro  
19 Police Department.

20 228. On January 18, 2024 Erwine received an email from the New Orleans Police  
21 department in reference to an employment inquiry of which Erwine provided the department  
22 Trotters Memorandum. The email informed Erwine that “You [Erwine] cannot apply if you  
23 have terminated or forced to resign from any law enforcement agency for disciplinary reasons.”

24 ///

25 ///

26 ///

27 ///

**CAUSES OF ACTION**

**FIRST CLAIM FOR RELIEF**

**42 U.S.C. §1981 – RACIAL DISCRIMINATION**

**(Against Westbrook, Leonard, Hall, and Burk)**

229. Erwine realleges and incorporates each and every allegation contained in the preceding paragraphs.

230. On March 3, 2020, Erwine received a disciplinary for not adhering to police practices in regards to civil rights. Though both Erwine and Officer Christensen were both directly involved in the incident that lead to Erwine's disciplinary action, only Erwine received any disciplinary action.

231. On February 5, 2021, Erwine conducted a traffic stop with Officer Christensen which ultimately led to Erwine receiving disciplinary action and requiring him to repeat a three month long training process. Even though both Erwine and Officer Christensen participated in and made the final decision to let the driver go at the completion of the traffic stop, only Erwine received any type of disciplinary action or mandated training.

232. On February 19, 2022, Erwine received disciplinary action subsequent to arresting an individual. Officer Christensen participated in the investigation and arrest of the individual with Erwine however only Erwine received any disciplinary action.

233. On February 20, 2022, Erwine received disciplinary action for violation of a department policy/ directive during a call for service with Officer Christensen. Even though both Erwine and Officer Christensen were present and participated during the incident, only Erwine received any disciplinary action.

234. The United States Code, Title 42, Section 1981, 42 USC §1981, prohibits an employer from discriminating on the basis of race in the making, performance, modification and termination of contracts and the enjoyment of all benefits of the contractual relationship. A racially hostile work environment is a form of race discrimination.

1           235. Erwine is White. Defendants discriminated against Erwine on the bases of race in  
2 the performance of and enjoyment of all the benefits of his employment relationship with the  
3 Washoe Tribe of Nevada and California.

4           236. Erwine was qualified to hold the position of Police Officer.

5           237. The conduct to which Erwine was subjected was unwelcome.

6           238. Defendants also discriminated against Erwine based on race by subjecting him to  
7 a racially hostile work enjoyment.

8           239. The conduct of Defendants was both severe and pervasive, objectively and  
9 subjectively offensive, and negatively affected the terms and conditions of Erwine's  
10 employment.

11           240. But for Erwine's race, he would not have suffered the loss of his legally protected  
12 right.

13           241. Defendants also discriminated against Erwine by subjecting him to disparate  
14 treatment on the bases of race. Defendants treated Erwine less favorably than similarly situated  
15 American Indian employees.

16           242. A policy making individual was involved in the discrimination, ratified the  
17 discrimination and allowed subordinates to continue the discrimination conduct.

18           243. Defendants' actions, as described above, directly and proximately have caused  
19 and continued to cause Erwine to suffer loss of income and other financial benefits, pain and  
20 suffering, humiliation, indignity, loss of professional reputation, and personal embarrassment.

21           244. The acts of the Defendants described above were dishonest, intentional, wanton,  
22 malicious, and oppressive, thus entitling Erwine to an award of punitive damages.

23           245. Erwine has been required to retain the services of an attorney to pursue this action  
24 and is entitled to recover attorney's fees and costs incurred.

25           246. In addition to the relief requested above, the Erwine requests relief as described in  
26 the prayer for relief below.

27           ///

28           ///

**SECOND CLAIM FOR RELIEF**  
**42 U.S.C. 1983 – VIOLATION OF DUE PROCESS**  
**PROTECTED LIBERTY INTEREST**  
**(Against Trotter)**

247. Erwine realleges and incorporates each and every allegation contained in the preceding paragraphs.

248. By his conduct, as described herein, Trotter is liable to Erwine under 42 U.S.C. § 1983 for the violation, under color of state law, of the constitutional right to be free from any deprivation of liberty without due process of law under the Fifth and Fourteenth amendments of the United States Constitution.

249. Trotter made false and stigmatizing statements about Erwine.

250. Trotter's false and stigmatizing statements were publicly disclosed and published in Erwine's personnel file available to prospective employers.

251. Erwine was not given a name clearing hearing or an opportunity to refute the charges before they were placed in his file or published.

252. Trotter's false and stigmatizing statements attack Erwine's reputation for honesty and morality.

253. Trotter's false and stigmatizing statements have effectively excluded and continue to effectively exclude Erwine from his chosen profession.

254. Every employer or potential employer of Erwine that has either directly seen or been made aware of Trotter's stigmatizing statements has either summarily denied Erwine employment or told Erwine that he does not meet their hiring standards.

255. Erwine has not been able to secure gainful employment by a single employer that is aware of Trotter's stigmatizing statements or reasons stated for his termination from Churchill County; effectively and actually excluding him from his profession.

256. Erwine meets or exceeds every requirement of every employer he applied for in respect to criminal history requirements and experience requirements.

1           257. Trotters false and stigmatizing statements about Erwine violate Erwine's right to  
2 Due Process under the Fourteenth amendment to the Constitution, the violation of which caused  
3 damages to Erwine.

4           258. The acts of the Trotter described above were dishonest, intentional, wanton,  
5 malicious, and oppressive, thus entitling Erwine to an award of punitive damages.

6           259. As a direct and proximate result of the acts as stated herein by Trotter, Erwine's  
7 constitutional rights have been violated which has caused him to suffer mental and emotional  
8 injury and pain, mental anguish, suffering, humiliation, and embarrassment.

9           260. Erwine has been required to retain the services of an attorney to pursue this action  
10 and is entitled to recover attorney's fees and costs incurred.

11           261. In addition to the relief requested above, the Erwine requests relief as described in  
12 the prayer for relief below.

### 13                                   **THIRD CLAIM FOR RELIEF**

#### 14                                   **42 U.S.C. 1983 – MONELL CLAIM**

#### 15                                   **(Against Churchill County)**

16           262. Erwine realleges and incorporates each and every allegation contained in the  
17 preceding paragraphs.

18           263. At all times herein, Defendant Churchill County acting through its Sheriff's  
19 Office, developed, implemented, enforced, encouraged and sanctioned de facto policies,  
20 practices, and/or customs exhibiting deliberate indifference to the Erwine's constitutional rights  
21 caused the violation of such rights as described herein, including Erwine's constitutional right to  
22 be free from any deprivation of liberty without due process of law under the Fifth and Fourteenth  
23 amendments of the United States Constitution.

24           264. All actions described herein by Trotter are a policy or custom of Churchill  
25 County. See *Jett v. Dallas Independent School District*, 491 U.S. 701, 737 (1989), a policy or  
26 custom becomes official when it results from the decision or acquiescence of the municipal  
27 officer or body with final policymaking authority over the subject matter of the offending  
28

1 policy. Trotter was the municipal officer with final policymaking authority over personnel  
2 matters within the Churchill County Sheriff's Office.

3 265. Churchill County's unlawful actions were done willfully, knowingly and with the  
4 specific intent to deprive the Erwine of his constitutional rights under the Fourteenth  
5 Amendment to the U.S. Constitution without due process of law.

6 266. The constitutional abuses and violations by Churchill County through the actions  
7 of its Sheriff's Office, were and are directly and proximately caused by policies, practices and/or  
8 customs developed, implemented, enforced, encouraged and sanctioned by Churchill County,  
9 including its practice and policy of unlawfully terminating the employment of law enforcement  
10 officers who monitor and document police activities and/or misconduct by other officers in the  
11 Churchill County Sheriff's Office and failing to follow the requirements of the provisions of  
12 NRS Chapter 289 specifically 289.040, 289.057, and 289.060.

13 267. Upon information and belief, Churchill County has, acting through its Sheriff's  
14 Office, developed, implemented, enforced, encouraged and sanctioned a de facto policy,  
15 practice, and/or custom of unlawfully terminating the employment of law enforcement officers  
16 who monitor and document police activities and/or misconduct by other officers in the Churchill  
17 County Sheriff's Office and failing to follow the requirements of the provisions of NRS Chapter  
18 289 specifically 289.040, 289.057, and 289.060.

19 268. Churchill County's unlawful actions were done willfully, knowingly and with the  
20 specific intent to deprive Erwine of his constitutional rights under the Fifth and Fourteenth  
21 Amendments to the U.S. Constitution.

22 269. Churchill County has acted with deliberate indifference to the constitutional rights  
23 of the Erwine.

24 270. The acts of Churchill County described above were dishonest, intentional,  
25 wanton, malicious, and oppressive, thus entitling Erwine to an award of punitive damages.  
26  
27  
28

1           271. As a direct and proximate result of the acts as stated herein by Churchill County  
2 Erwine's constitutional rights have been violated which has caused him to suffer mental and  
3 emotional injury and pain, mental anguish, suffering, humiliation, and embarrassment.

4           272. Erwine has been required to retain the services of an attorney to pursue this action  
5 and is entitled to recover attorney's fees and costs incurred.

6           273. In addition to the relief requested above, the Erwine requests relief as described in  
7 the prayer for relief below.

8                                   **FOURTH CLAIM FOR RELIEF**

9                   **42 U.S.C. 1985(2) – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS –**  
10                                   **OBSTRUCTING JUSTICE**

11                                   **(Against Westbrook, Leonard, Hall, and Burk)**

12           274. Erwine realleges and incorporates each and every allegation contained in the  
13 preceding paragraphs.

14           275. Westbrook, Leonard, Hall, and Burk conspired to deter Erwine, by force,  
15 intimidation, or threat, from attending court, or from testifying in a matter pending therein,  
16 freely, fully, and truthfully, and to injure Erwine on account of his having to attend testimony.

17           276. Westbrook, Leonard, Hall, and Burk conspired to deprive or injure Erwine on  
18 account of Erwine's having to testify in his lawsuit against Churchill County.

19           277. After Westbrook, Leonard, Hall, and Burk became aware of Erwine's need to  
20 attend the trial, Erwine was ordered to be reinvestigated by Westbrook for incidents that Erwine  
21 had already been investigated for and cleared of any wrongdoing by another supervisor.

22           278. The acts of the Defendants described above were dishonest, intentional, wanton,  
23 malicious, and oppressive, thus entitling Erwine to an award of punitive damages.

24           279. Erwine was injured in his person or property by the actions of Westbrook,  
25 Leonard, Hall, and Burk.

26           280. Erwine has been required to retain the services of an attorney to pursue this action  
27 and is entitled to recover attorney's fees and costs incurred.

1           281. In addition to the relief requested above, Erwine requests relief as described in the  
2 prayer for relief below.

3                           **FIFTH CLAIM FOR RELIEF**

4                   **42 U.S.C. 1985(3) – CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS –**  
5                   **DEPRIVATION OF RIGHTS AND PRIVILEGES**  
6                   **(Against Westbrook, Leonard, Hall, and Burk)**

7           282. Erwine realleges and incorporates each and every allegation contained in the  
8 preceding paragraphs.

9           283. Section 1985(3) of the Civil Rights Act of 1964 provides a civil remedy for  
10 conspiracies that interfere with federally protected rights when motivated by invidiously  
11 discriminatory animus.

12           284. On numerous occasions as discussed herein Erwine as a white male was treated  
13 vastly different than that of Native American female police officer, Officer Christensen.

14           285. Erwine had a protected liberty interest in being free from professional  
15 stigmatization under the 5<sup>th</sup> and 14<sup>th</sup> Amendments.

16           286. Westbrook, Leonard, Hall, and Burk conspired to deprive Erwine of both his  
17 procedural and substantive due process rights in respect to his property interest in his continued  
18 employment and his liberty interest in his reputation.

19           287. Erwine was a non-probationary employee of the Washoe Tribe and had a  
20 protected property interest in continued employment with the Washoe Tribe under the 5<sup>th</sup> and  
21 14<sup>th</sup> Amendments.

22           288. Erwine was not given a pre deprivation notice, a hearing, or an opportunity to be  
23 heard in regards to all the charges against him before he was deprived of his property interest in  
24 his continued employment.

25           289. Erwine was not given a name clearing hearing or opportunity to refute the false  
26 and stigmatizing charges before they were published in his employee file.

27           290. The charges against Erwine attack his reputation for honesty and morality.  
28

291. Westbrook, Leonard, Hall, and Burk conspired to engage in conduct motivated by a racial or perhaps otherwise class-based, invidiously discriminatory animus.

292. Westbrook, Leonard, Hall, and Burk engaged in a conspiracy.

293. Westbrook, Leonard, Hall, and Burk committed overt acts in furtherance of the object of the conspiracy.

294. Westbrook, Leonard, Hall, and Burk intended to deprive Erwine of the equal protection of, or equal privileges and immunities under the law.

295. The actions of Westbrook, Leonard, Hall, and Burk resulted in an injury or deprivation of federally protected rights of Erwine described above.

296. It would have been clear to a reasonable person that Westbrook, Leonard, Hall, and Burk, conduct was unlawful.

297. The acts of Westbrook, Leonard, Hall, and Burk, described above were dishonest, intentional, wanton, malicious, and oppressive, thus entitling Erwine to an award of punitive damages.

298. Erwine has been required to retain the services of an attorney to pursue this action and is entitled to recover attorney's fees and costs incurred.

299. In addition to the relief requested above, the Erwine requests relief as described in the prayer for relief below.

# **SIXTH CLAIM FOR RELIEF**

## **WRONGFUL TERMINATION/ TORTIOUS DISCHARGE**

### **(FEDERAL TORT CLAIMS ACT)**

#### **(Against the United States)**

300. Erwine realleges and incorporates each and every allegation contained in the preceding paragraphs.

301. Employers are required to follow the procedural protections given to an employee as set forth in their employee handbook. *Miller v. United States*, 992 F.3d 878 (9th Cir. 2021)

302. The Tribe and United States of America are party to a P.L. 93-638 self-determination contract ("Contract") which, among other agreements, the United States of

1 America agreed to provide monies for law enforcement and investigative services to the Tribe  
2 and to monitor the Tribe's use of said funds in accordance with the contract and applicable law.

3 303. The Contract was ratified by the tribe and the BIA on a multi-year basis, and at all  
4 times relevant to this action.

5 304. Wrongful termination/ tortious discharge occurs where employer improperly  
6 dismissed employee for reasons that violate public policy. *Wayment v. Holmes*, 112 Nev. 232,  
7 912 P.2d 816 (1996).

8 305. Public policy requires that employers abide by their employees' handbooks due  
9 process provisions prior to terminating employees.

10 306. Employees handbooks guarantee due process rights to employees, which  
11 employers must rely on to defend themselves when facing wrongful discipline or termination.  
12 Public policy prohibits employers who intend to discharge employees for illegitimate reasons  
13 from bypassing their own due process requirements in employee handbooks.

14 307. It is against public policy for an employer to terminate an employee without  
15 meeting due process requirements expressly provided in employee handbooks; such practice is  
16 inconsistent with and not supportive of the public good since employee handbooks provide  
17 protection against employers wrongful acts.

18 308. The United States of America accused Erwine of numerous policy violations as  
19 well as being dishonest during an internal investigation and on his job application.

20 309. Erwine contested the allegations and sought to challenge the discipline and  
21 termination threw the Tribes grievance process.

22 310. Defendants denied Erwine his procedural rights provided by the BIA Contract,  
23 Police department policies, and Tribe employee handbook.

24 311. Erwine informed the United States of America of its failure to provide him his  
25 procedural rights on several occasions, but the The United States Of America continued to refuse  
26 to enforce his procedural rights under BIA Contract, Police department policies, and Tribe  
27 employee handbook.

1           312. The Tribe knew or should have known through a reasonable investigation, as  
2 promised by BIA Contract, Police department policies, and Tribe employee handbook, that  
3 Erwine did not violate any department policies and that it had wrongfully terminated Erwine in  
4 violation of his rights as a law enforcement officer under BIA Contract, Police department  
5 policies, and Tribe employee handbook.

6           313. It is against sound public policy and the common good for public entity  
7 employers to ignore obligations imposed by their contracts handbooks before terminating an  
8 employee in order to claim they did not have knowledge of an employee's defense against  
9 wrongful termination.

10           314. By the terms of the Contract the United States of America is the Tribe's employer  
11 of law enforcement personnel and administration and is charged with the duty of monitoring the  
12 Tribe's actions to ensure compliance with all laws and the Contract.

13           315. The acts of the United States Of America described above were dishonest,  
14 intentional, wanton, malicious, and oppressive, thus entitling Erwine to an award of punitive  
15 damages.

16           316. As a direct and proximate result of the acts as stated herein by the United States  
17 Of America Erwine's Constitutional rights have been violated which has caused him to suffer  
18 mental and emotional injury and pain, mental anguish, suffering, humiliation, and  
19 embarrassment.

20           317. Erwine has been required to retain the services of an attorney to pursue this action  
21 and is entitled to recover attorney's fees and costs incurred.

22           318. In addition to the relief requested above, Erwine requests relief as described in the  
23 prayer for relief below.

24                           **SEVENTH CLAIM FOR RELIEF**

25           **BIVENS ACTION – VIOLATION OF 5<sup>th</sup> AMENDMENT RIGHT TO DUE PROCESS**

26                           **(Against Westbrook, Leonard, Hall)**

27           319. The Supreme Court has recognized actions under *Bivens* against Federal Officials  
28 action in the landmark case *Davis v. Passman*, 442 U.S. 228 (1979) to a Fifth Amendment due

1 process claim for sex discrimination where an individual was discriminated on the basis of  
2 gender in employment.

3 320. Defendants Westbrook, Leonard, and Hall acted under color of Federal Law.

4 321. On March 3, 2020, Erwine received a disciplinary for not adhering to police  
5 practices in regards to civil rights. Though both Erwine and Officer Christensen were both  
6 directly involved in the incident that lead to Erwine's disciplinary action, only Erwine received  
7 any disciplinary action.

8 322. On February 5, 2021, Erwine conducted a traffic stop with Officer Christensen  
9 which ultimately led to Erwine receiving disciplinary action and requiring him to repeat a three  
10 month long training process. Even though both Erwine and Officer Christensen participated in  
11 and made the final decision to let the driver go at the completion of the traffic stop, only Erwine  
12 received any type of disciplinary action or mandated training.

13 323. On February 19, 2022, Erwine received disciplinary action subsequent to arresting  
14 an individual. Officer Christensen participated in the investigation and arrest of the individual  
15 with Erwine however only Erwine received any disciplinary action.

16 324. On February 20, 2022, Erwine received disciplinary action for violation of a  
17 department policy/ directive during a call for service with Officer Christensen. Even though  
18 both Erwine and Officer Christensen were present and participated during the incident, only  
19 Erwine received any disciplinary action.

20 325. The acts of Westbrook, Leonard, and Hall described above were dishonest,  
21 intentional, wanton, malicious, and oppressive, thus entitling Erwine to an award of punitive  
22 damages.

23 326. As the proximate cause of the Westbrook, Leonard, and Hall unconstitutional  
24 conduct, Erwine has suffered economic losses due to loss of employment, advance placement  
25 and promotional opportunities.

26 327. As a direct and proximate result of the acts as stated herein by the Westbrook,  
27 Leonard, and Hall, Erwine's Constitutional rights have been violated which has caused him to  
28

1 suffer mental and emotional injury and pain, mental anguish, suffering, humiliation, and  
2 embarrassment.

3 328. Erwine has been required to retain the services of an attorney to pursue this action  
4 and is entitled to recover attorney's fees and costs incurred.

5 329. In addition to the relief requested above, Erwine requests relief as described in the  
6 prayer for relief below.

7 **EIGHTH CLAIM FOR RELIEF**

8 **DEFAMATION**

9 **(Against Churchill County, Trotter, Westbrook, Leonard, Hall)**

10 330. Erwine repeats and realleges the allegations set forth in the foregoing Paragraphs  
11 as though fully set forth herein.

12 331. The "Memorandum" authored by Trotter on October 10, 2016 and placed in  
13 Erwine's employee file contains numerous false and defamatory statements about Erwine by  
14 Trotter.

15 332. Trotter knowingly published many false and defamatory statements about Erwine  
16 in the October 10, 2016 Memorandum: namely, [Erwine's conduct] is "unprofessional behavior",  
17 [Erwine] "creates liability for this agency now or for some time into the future should Inmate  
18 Maes elect to pursue civil action.", [Erwine] "is siding with the inmate against his own agency  
19 or, possibly, encouraging civil action against his own agency.", [Erwine] "discredits our agency  
20 and our profession.", "In a time when scrutiny is high on all of us in law enforcement, this type  
21 of play [Erwine's alleged actions] is inexcusable.", "Deputy Erwine clearly violated our policies  
22 on Taser and Use of Force, as well as, behavior standards."

23 333. The "Personal file" given to Erwine when he was Terminated on March 4, 2022  
24 contains numerous false and defamatory statements about Erwine from Westbrook, Leonard, and  
25 Hall.

26 334. Westbrook knowingly published many false and defamatory statements about  
27 Erwine in a March 2, 2022, Memorandum: namely, [Erwine has] "shown a pattern of disregard  
28 for the practices of conducting law enforcement functions and/ or being able to follow directives

1 given by Supervisors”, Erwine was argumentative with another officer, [Erwine was disciplined  
2 for] “Failure to disclose or misrepresenting facts”, [Erwines behavior] “is deemed  
3 insubordination”, [Erwine failed to] “competently conduct a DUI investigation/ arrest in which  
4 the individual was allowed to leave with a firearm even though the individual was over the legal  
5 drinking limit to possess said firearm”, [Erwine violated policy] “Disobedience or  
6 insubordination to constituted authorities, including refusal or deliberate failure to carry out or  
7 follow lawful directives and orders from any supervisor and/ or other employee”, [Erwine has  
8 an] “inability to discern criminal process”, [Erwines’ conduct] “is a direct failure to cooperate  
9 with the investigation by answering truthfully, which is deemed to be insubordination”, [Erwine]  
10 “failed to be truthful” on his job application, [Erwine] “decided not to follow directives given by  
11 supervisory staff of this Department”, [Erwine is not able to] “correctly discern chain of  
12 command.”

13 335. Hall knowingly published many false and misleading statements about Erwine in  
14 a March 1, 2022, Memorandum: namely, [Erwine was] “deceitful and dishonest”. [Erwine’s  
15 dishonestly] “is a violation of Washoe Tribe Police Department Policy 318.3.4 Performance (e):  
16 Disobedience or insubordination to constituted authorities, including refusal or deliberate failure  
17 to carry out or follow lawful directives and orders from any supervisor or person in a position of  
18 authority along with Washoe Tribe Police Department Policy 1009.6 (L): All employees shall  
19 provide complete and truthful responses to questions posed during interviews which coincide  
20 with Washoe Tribe Human Resources Policy 10-3 (21): Refusal or failure to comply with a  
21 reasonable and proper order or directive from a supervisor.”, [Erwine violated] “Washoe Tribe  
22 Police Department Policy 318.3.4 Performance (e): Disobedience or insubordination to  
23 constituted authorities, including refusal or deliberate failure to carry out or follow lawful  
24 directives and orders from any supervisor or person in a position of authority which coincides  
25 with Washoe Tribe Human Resources Policy 10-3 (21): Refusal or failure to comply with a  
26 reasonable and proper order or directive from a supervisor,” “Based upon the dishonesty and the  
27 severity of the Washoe Tribe Police Department and Washoe Tribe Human Resources policy  
28

1 violations, it is my recommendation that Officer Erwine's employment with the Washoe Tribe  
2 Police Department be terminated immediately."

3 336. Leonard knowingly published many false and defamatory statements about  
4 Erwine in a February 25, 2022, Memorandum: namely, [Erwine] "failed to disclose vital  
5 investigative information" to his supervisor as well as other law enforcement officers, [Erwine's  
6 behavior] "is in violation of Washoe Tribe Police Department Policy 318.3.4(q) Failure to  
7 disclose or misrepresenting material facts, or the making of any false or misleading statements  
8 on any application, examination form or other official document, report or form, or during the  
9 course of any work-related investigation, which coincides with Washoe Tribe Human Resources  
10 Policy Title 10, Prohibition #6: Willful or negligent withholding of job related information from  
11 supervisor or other individuals having a need for such information."

12 337. Leonard knowingly published false and defamatory statements about Erwine in a  
13 December 15, 2021 Memorandum : namely, "Officer M. Erwine is in violation of Washoe Tribe  
14 Police Department Policy #318.3.4(e) Disobedience or insubordination to constituted authorities,  
15 including refusal or deliberate failure to carry out or follow lawful directives and orders from any  
16 supervisor or person in a position of authority; which coincides with Washoe Tribe Human  
17 Resources Section 10 Conduct and Discipline Prohibition #10-3(23) Failure to cooperate with  
18 supervisor and/ or other employee."

19 338. The false statements made by Defendants lower the reputation of the Erwine in  
20 the community, and in the profession and business or industry in which Erwine worked and  
21 would excite derogatory opinions about the Erwine and hold the Erwine up to contempt.

22 339. The statements of Westbrook, Leonard, and Hall were made with actual malice,  
23 i.e. with knowledge of their falsehood, and were made with no purpose for agency advancement,  
24 and were made for vindictive reasons, i.e. to destroy Erwine's career as a police officer.

25 340. As a direct and proximate cause of Defendant's conduct, as described above,  
26 Erwine was prevented from securing future employment and has been damaged in an amount to  
27 be proven at trial.  
28

1           341. Defendant's false and defamatory statements were made in reckless disregard of  
2 the rights of Erwine, and in reckless disregard of the truth of the matter and constitute actual or  
3 implied malice giving rise of a claim for punitive and exemplary damages.

4           342. The acts of the Defendants described above were dishonest, intentional, wanton,  
5 malicious, and oppressive, thus entitling Erwine to an award of punitive damages.

6           343. As a direct and proximate result of the acts as stated herein by each of the  
7 Defendants Erwine has suffered mental and emotional injury and pain, mental anguish, suffering,  
8 humiliation, and embarrassment.

9           344. Erwine has been required to retain the services of an attorney to pursue this action  
10 and is entitled to recover attorney's fees and costs incurred.

11           345. In addition to the relief requested above, Erwine requests relief as described in the  
12 prayer for relief below.

### 13                                   **NINTH CLAIM FOR RELIEF**

#### 14                                   **DEFAMATION PER SE**

#### 15                                   **(Against Churchill County, Trotter, Westbrook, Leonard, Hall)**

16           346. Erwine repeats and realleges the allegations set forth in the foregoing Paragraphs  
17 as though fully set forth herein.

18           347. The "Memorandum" authored by Trotter on October 10, 2016 and placed in  
19 Erwines employee file contains numerous false and defamatory statements about Erwine by  
20 Trotter.

21           348. Trotter knowingly published many false and defamatory statements about Erwine  
22 in the October 10, 2016 Memorandum: namely, [Erwine's conduct] is "unprofessional behavior",  
23 [Erwine] "creates liability for this agency now or for some time into the future should Inmate  
24 Maes elect to pursue civil action.", [Erwine] "is siding with the inmate against his own agency  
25 or, possibly, encouraging civil action against his own agency.", [Erwine] "discredits our agency  
26 and our profession.", "In a time when scrutiny is high on all of us in law enforcement, this type  
27 of play [Erwine's alleged actions] is inexcusable.", "Deputy Erwine clearly violated our policies  
28 on Taser and Use of Force, as well as, behavior standards."

1           349. The “Personal file” given to Erwine when he was Terminated on March 4, 2022  
2 contains numerous false and defamatory statements about Erwine from Westbrook, Leonard, and  
3 Hall.

4           350. Westbrook knowingly published many false and defamatory statements about  
5 Erwine in a March 2, 2022, Memorandum: namely, [Erwine has] “shown a pattern of disregard  
6 for the practices of conducting law enforcement functions and/ or being able to follow directives  
7 given by Supervisors”, Erwine was argumentative with another officer, [Erwine was disciplined  
8 for] “Failure to disclose or misrepresenting facts”, [Erwines behavior] “is deemed  
9 insubordination”, [Erwine failed to] “competently conduct a DUI investigation/ arrest in which  
10 the individual was allowed to leave with a firearm even though the individual was over the legal  
11 drinking limit to possess said firearm”, [Erwine violated policy] “Disobedience or  
12 insubordination to constituted authorities, including refusal or deliberate failure to carry out or  
13 follow lawful directives and orders from any supervisor and/ or other employee”, [Erwine has  
14 an] “inability to discern criminal process”, [Erwines’ conduct] “is a direct failure to cooperate  
15 with the investigation by answering truthfully, which is deemed to be insubordination”, [Erwine]  
16 “failed to be truthful” on his job application, [Erwine] “decided not to follow directives given by  
17 supervisory staff of this Department”, [Erwine is not able to] “correctly discern chain of  
18 command.”

19           351. Hall knowingly published many false and misleading statements about Erwine in  
20 a March 1, 2022, Memorandum: namely, [Erwine was] “deceitful and dishonest”. [Erwine’s  
21 dishonestly] “is a violation of Washoe Tribe Police Department Policy 318.3.4 Performance (e):  
22 Disobedience or insubordination to constituted authorities, including refusal or deliberate failure  
23 to carry out or follow lawful directives and orders from any supervisor or person in a position of  
24 authority along with Washoe Tribe Police Department Policy 1009.6 (L): All employees shall  
25 provide complete and truthful responses to questions posed during interviews which coincide  
26 with Washoe Tribe Human Resources Policy 10-3 (21): Refusal or failure to comply with a  
27 reasonable and proper order or directive from a supervisor.”, [Erwine violated] “Washoe Tribe  
28 Police Department Policy 318.3.4 Performance (e): Disobedience or insubordination to

1 constituted authorities, including refusal or deliberate failure to carry out or follow lawful  
2 directives and orders from any supervisor or person in a position of authority which coincides  
3 with Washoe Tribe Human Resources Policy 10-3 (21): Refusal or failure to comply with a  
4 reasonable and proper order or directive from a supervisor.”, “Based upon the dishonesty and the  
5 severity of the Washoe Tribe Police Department and Washoe Tribe Human Resources policy  
6 violations, it is my recommendation that Officer Erwine’s employment with the Washoe Tribe  
7 Police Department be terminated immediately.”

8 352. Leonard knowingly published many false and defamatory statements about  
9 Erwine in a February 25, 2022, Memorandum: namely, [Erwine] “failed to disclose vital  
10 investigative information” to his supervisor as well as other law enforcement officers, [Erwines  
11 behavior] “is in violation of Washoe Tribe Police Department Policy 318.3.4(q) Failure to  
12 disclose or misrepresenting material facts, or the making of any false or misleading statements  
13 on any application, examination form or other official document, report or form, or during the  
14 course of any work-related investigation, which coincides with Washoe Tribe Human Resources  
15 Policy Title 10, Prohibition #6: Willful or negligent withholding of job related information from  
16 supervisor or other individuals having a need for such information.”

17 353. Leonard knowingly published false and defamatory statements about Erwine in a  
18 December 15, 2021 Memorandum : namely, “Officer M. Erwine is in violation of Washoe Tribe  
19 Police Department Policy #318.3.4(e) Disobedience or insubordination to constituted authorities,  
20 including refusal or deliberate failure to carry out or follow lawful directives and orders from any  
21 supervisor or person in a position of authority; which coincides with Washoe Tribe Human  
22 Resources Section 10 Conduct and Discipline Prohibition #10-3(23) Failure to cooperate with  
23 supervisor and/ or other employee.”

24 354. The false statements made by Defendants lower the reputation of the Erwine in  
25 the community, and in the profession and business or industry in which Erwine worked and  
26 would excite derogatory opinions about the Erwine and hold the Erwine up to contempt.

1 The statements of Westbrook, Leonard, and Hall were made with actual malice, i.e. with  
2 knowledge of their falsehood, and were made with no purpose for agency advancement, and  
3 were made for vindictive reasons, i.e. to destroy Erwine's career as a police officer.

4 355. Defendants' statements constitute defamation per se in that they tend to injure the  
5 Erwine in his trade, business, and profession.

6 356. Defendant's false and defamatory statements were made in reckless disregard of  
7 the rights of Erwine, and in reckless disregard of the truth of the matter and constitute actual or  
8 implied malice giving rise of a claim for punitive and exemplary damages in an amount to be  
9 proved at trial.

10 357. As a direct and proximate cause of Defendant's conduct, as described above,  
11 Erwine was prevented from securing future employment and has been damaged in an amount in  
12 an amount to be proved at trial.

13 358. As a direct and proximate result of the acts as stated herein by each of the  
14 Defendants Erwine has suffered mental and emotional injury and pain, mental anguish, suffering,  
15 humiliation, and embarrassment.

16 359. Erwine has been required to retain the services of an attorney to pursue this action  
17 and is entitled to recover attorney's fees and costs incurred.

18 360. In addition to the relief requested above, the Erwine requests relief as described in  
19 the prayer for relief below.

#### 20 **TENTH CLAIM FOR RELIEF**

#### 21 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE EMPLOYMENT**

#### 22 **(Against Churchill County and Trotter)**

23 361. Erwine repeats and realleges the allegations set forth in the foregoing paragraphs  
24 as though fully set forth herein.

25 362. Defendants intentionally disclosed adverse and false statements regarding  
26 Erwines employment history to numerous potential employers of Erwine.

27 363. Defendants knew that prospective business relationships existed and acted  
28 intentionally to interfere with those prospective business relationships, specifically the Washoe

County Sheriff's Office and the Las Vegas Metropolitan Police Department, pursuant to its transmission of false statements concerning Erwine's previous employment with them.

364. Defendants intended to harm Erwine by wrongfully preventing Erwine from obtaining new employment.

365. Defendants had no privilege or justification for its wrongful actions.

366. The acts of the Defendants as described above were dishonest, intentional, wanton, malicious, and oppressive thus entitling Erwine to an award of punitive damages.

367. Erwine has been required to retain the services of an attorney to pursue this action and is entitled to recover attorney's fees and costs incurred.

#### **ELEVENTH CLAIM FOR RELIEF**

##### **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS (Against Westbrook, Leonard, Hall, Burk)**

368. Erwine repeats and realleges the allegations set forth in the foregoing paragraphs as though fully set forth herein.

369. Defendants were aware of a contractual relationship between Erwine and the Washoe Tribe.

370. Defendants knew that the contractual relationship existed and acted intentionally to interfere with that relationship.

371. The Defendants intended to harm Erwine by wrongfully interfering with and concealing the circumstances surrounding Erwine's termination from Tribal Chairman Smokey, who was required to approve all employee terminations as outlined in the Washoe Tribe human resource policy manual.

372. Burk interfered with and concealed Erwine's attempt to grieve his termination as outlined in the Washoe Tribe human resources policy manual.

373. Defendants had no privilege or justification for its wrongful actions.

374. As a direct and proximate cause of Defendant's conduct, as described above, Erwine was terminated and denied his contractually obligated grievance procedure remedy.

377. Erwine has been required to retain the services of an attorney to pursue this action and is entitled to recover attorney's fees and costs incurred.

Pursuant to Federal Rules of Civil Procedure (FRCP) Rule 38, Plaintiff hereby demands a trial by jury as to all applicable issues.

a. Enter a declaratory judgement that the actions complained of herein are unlawful and violate the United States Constitution of Nevada law;

c. Order Defendant to pay compensatory damages for the Plaintiff's lost property and emotional pain and suffering, in an amount to be proven at trial;

e. Order Defendant to pay attorneys' fees and costs of the motion pursuant to 42 U.S.C. § 1988 or as otherwise permitted by law;

g. Grant any further relief that the Court deems just and proper.

48

1  
2 Respectfully submitted this January 25, 2024:

3 By: /s/ Luke Busby, Esq. \_\_\_\_\_  
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